

# EXHIBIT A

[REDACTED]

**From:** Eric Swider <eric@ericswider.com>  
**Date:** March 5, 2024 at 10:19:25 AM EST  
**To:** Jennifer Withers [REDACTED]  
**Subject:** ARCII Membership interest holders  
**Reply-To:** us21-693fa1d804-303e32cda3@inbound mailchimpapp.net

## Meeting of Select ARCII Interest Holders

Confused about how to Recieve your Shares in ARC II (DWAC)? Patrick Orlando  
ignoring you?

I am writing this as a fellow ARCII Gloabl, the sponsor of DWAC (the "Sponsor") Interest Holder. As you may be aware, legal action has been instigated against ARCII Global, as the Sponsor of DWAC. This means we are all subject to potential losses. I would like to hold a round table discussion with any party that has a financial stake in the sponsor to discuss the current situation and potential courses of action. I would like to discuss my understanding of the exchange ratio that has resulted in litigation as well as my view on Patricks refusal to execute his responsibilities as our managing member. In short, After you have spent years providing the financial support to Patrick and after DWAC has worked to clean up the disasters left in the wake of his leadership, he is now willing to destroy our value just as he did two years ago.

Please understand the urgency of this message. As a fellow member of ARC II Global, I am reaching out to address our shared interests. Be advised, this communication is not representing DWAC.

During Patrick's tenure as the manager of ARC Global II, while serving in his dual capacity as purchasers representative, as well as his separate but related role as CEO and Chairman of DWAC, Mr. Orlando's leadership has guided our common interests with DWAC directly into the arms of the SEC, the DOJ, lengthy delays and costly investigations. This has all been financed by the investors of the Sponsor in a manner that Patrick could retain as many shares as possible. This is not what I was expecting when I was induced to participate in this endeavor.

Pursuant to Section 8.02(b) of the Limited Liability Company Operating Agreement of ARC Global, the Managing Member of the Company may only be removed (i) for "Cause," as such term is defined in the LLC Agreement and (ii) if such removal is approved by members of the Company holding 80% of the Residual Percentages.

Since Mr. Orlando has refused to provide many of us with a signed operating agreement with a schedule A attached, our legal rights have been frustrated by The Manager. We have no ability to discern who are the members that represent this ownership percentage.

While Mr. Orlando will pretend to portray to you that he now wants to protect what is in your best interest he has asked the courts to stop the merger vote on YOUR behalf. This is despite his signed contractual obligation to vote our interests in favor of a merger deal that the SPAC presents to the public shareholders. In fact, he may have even sent you a twisted version of reality masked in a legal filing he has submitted to lend credibility to his feigned interest in our membership.

As a result of Mr. Orlando's lawsuit, DWAC and Trump Media & Technology Group Corp. ("TMTG") have suffered and will suffer damages, including lost revenue, lost profits, and diminished business value, plus interest and costs. In the event the business

combination is consummated, these damages will come out of the pockets of DWAC stockholders, including the Company and its members. By filing this lawsuit against DWAC, Mr. Orlando is destroying the value that may be realized upon consummation of the business combination by the Company and its members.

Furthermore, we have collectively attempted to obtain certain investment documents from Mr. Orlando related to the Company, including the signed operating agreement, schedule A's (CAP tables), K-1's, tax returns, and other documents. Mr. Orlando has willfully refused to provide these documents for over two years. Additionally, Mr. Orlando continues to refuse to provide any information regarding the business operations of the Company, despite the resulting economic harm to the members. Despite the anticipated closing of the business combination, Mr. Orlando's continued failure to perform his material duties has prevented us from benefiting from, and expected to destroy, our investment in the Company. In addition, Mr. Orlando's refusal to exchange information and communicate with the members constitutes serious and willful misconduct, as well as a continued failure to perform the material duties required for the benefit of the members of the Company and in realizing their investments in the underlying assets. This willful conduct coincides with Mr. Orlando receiving a Wells Notice from the staff of the SEC, indicating their intention to recommend that the Securities and Exchange Commission charge him individually for violations of federal securities laws.

If you would like to join an urgent discussion to understand my views of our rights and Patrick's failure to maintain a fiduciary responsibility to us collectively, please indicate below and I will set up a series of ZOOM calls. On these calls we will review the conversion ratio as well as the legal proceedings so you may understand our risk exposure based on leadership that continues to march us down a path of mis-information, hidden information, and self dealing.

RSVP

Patrick has threatened me with pending litigation for speaking out to fellow membership holders so I want to be clear about this. I am not disparaging Patrick. I am sure he is an amazing Human being, Honest, hard working. Looking out for your best interest. He is good looking. He is cool. I like him. Nothing in this email is meant to be defamatory. He has been great as a leader. Patrick- you are Awesome!!

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